

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

In Re:

Case No.: _____

Judge: _____

Chapter: 13

CHAPTER 13 DEBTOR'S CERTIFICATION IN OPPOSITION

The debtor in this case opposes the following (**choose one**):

1. ☐ Motion for Relief from the Automatic Stay filed by _____ ,
creditor,

A hearing has been scheduled for _____, at _____.

- ☐ Motion to Dismiss filed by the Chapter 13 Trustee.

A hearing has been scheduled for _____, at _____.

- ☐ Certification of Default filed by _____,

I am requesting a hearing be scheduled on this matter.

2. I oppose the above matter for the following reasons (**choose one**):

- ☐ Payments have been made in the amount of \$ _____, but have not
been accounted for. Documentation in support is attached.

☐ Payments have not been made for the following reasons and debtor proposes repayment as follows (**explain your answer**):

☐ Other (**explain your answer**):

3. This certification is being made in an effort to resolve the issues raised in the certification of default or motion.
4. I certify under penalty of perjury that the above is true.

Date: _____

Debtor's Signature

Date: _____

Debtor's Signature

NOTES:

1. Under D.N.J. LBR 4001-1(b)(1), this form must be filed with the court and served on the Chapter 13 Trustee and creditor, if applicable not later than 7 days before the date of the hearing if filed in opposition to a Motion for Relief from the Automatic Stay or Chapter 13 Trustee's Motion to Dismiss.
2. Under D.N.J. 4001-1 (b)(2), this form must be filed with the court and served on the Chapter 13 Trustee and creditor, if applicable not later than 14 days after the filing of a Certification of Default.



P.O. Box 52238
Idaho Falls, ID 83405-2238
S009

12/1/2017

Theotis and Michele Britt
73 GENESEE LANE
WILLINGBORO, NJ 08046

Loan Number: 220624
Property: 73 GENESEE LANE
WILLINGBORO, NJ 08046

NOTICE OF ASSIGNMENT, SALE OR TRANSFER OF SERVICING RIGHTS

Dear Theotis and Michele Britt,

Effective 12/18/2017, ClearSpring Loan Services, Inc. has assigned, sold or transferred the servicing of your mortgage loan (i.e., the right to collect payments from you) to Land Home Financial Services, Inc.. Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of the transfer. Your new servicer must also send you the notice of assignment, sale, or transfer of servicing rights no later than 15 days after the effective date.

Please be assured that the assignment, sale, or transfer of your mortgage loan does not affect any term or condition of the mortgage instruments other than the terms directly related to the servicing of your loan. Mortgage life, accidental death, disability insurance or other optional products billed and collected with your mortgage payment will not be continued upon the transfer to Land Home Financial Services, Inc.. If you currently have one or more of these products, it is possible that you may be able to maintain coverage by making arrangements directly through the companies offering the products in question. If you wish to pursue this, you should contact the companies directly.

ClearSpring Loan Services, Inc. will accept payments with respect to this loan up through the day before the transfer date of 12/18/2017. Please send all payments due before 12/18/2017 to:

Overnight Delivery:

Capital One Bank
Attn: ClearSpring Loan Services, Inc.
5444 Westheimer Road
5th Floor, Lockbox #446
Houston, TX 77056

Regular Mail Address:

ClearSpring Loan Services, Inc.
P.O. Box 4869, Dept. #446
Houston, TX 77210

Your new servicer will be Land Home Financial Services, Inc.. The date that Land Home Financial Services, Inc. will start accepting payments from you is 12/18/2017. As of the transfer date, your mortgage loan payments must be sent to Land Home Financial Services, Inc. at:

Land Home Financial Services, Inc.
P.O. Box 25164

Santa Ana, CA 92799-5164

Please note, if your monthly mortgage loan payment is automatically withdrawn from your bank account or if you are interested in setting up this service you must contact Land Home Financial Services, Inc. to determine if this will be offered. Automatic drafting with ClearSpring Loan Services, Inc. will discontinue effective with this servicing transfer.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If you are in active bankruptcy or received a discharge which included this debt, this communication is not intended to be and does not constitute an attempt to reaffirm or to collect a debt against you personally and is for informational purposes only.

If you have any questions regarding the transfer of the servicing from ClearSpring Loan Services, Inc., to Land Home Financial Services, Inc., please contact the respective Customer Service Departments at:

Current Servicer Contact Information:

ClearSpring Loan Services, Inc.
Attn: Customer Service Dept
18451 North Dallas Parkway, Suite 100
Dallas, TX 75287
Toll-Free Customer Service Number: 1-866-660-5804
Select "Transfer of Servicing Notice" When Prompted
Monday through Friday, 8:00 a.m. to 7:00 p.m. CST

New Servicer Contact Information:

Land Home Financial Services, Inc.
3611 South Harbor Boulevard
Suite 100
Santa Ana, CA 92704
(877) 557-9042 Toll Free
Monday through Friday 6:00 a.m. to 5:00 p.m. (PST)

Sincerely,
ClearSpring Loan Services, Inc.
Servicing Department

You should also be aware of the following information contained in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 USC 2605). During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by ClearSpring Loan Services, Inc., as your prior servicer, on or before its due date will not be treated by Land Home Financial Services, Inc. as late, and a late fee will not be imposed. Section 6 of RESPA also gives you certain rights. If you send a qualified written request, notice of error, or request for information (hereinafter collectively referred to as a "qualified written request") to your loan servicer concerning the servicing of your loan, your servicer generally must provide you with a written acknowledgement within five (5) business days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. Generally, not later than 30 business days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. Generally, in the 60-day period following a notice of error or qualified written request, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents. A business day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions. Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that section. You should seek legal advice if you believe your rights have been violated. If you have filed bankruptcy or have been discharged in bankruptcy, this statement does not represent and is not intended to be a demand for payment. This notice is for informational purposes only. You should contact legal counsel regarding your obligation, if any, to pay on the mortgage loan.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If you are in active bankruptcy or received a discharge which included this debt, this communication is not intended to be and does not constitute an attempt to reaffirm or to collect a debt against you personally and is for informational purposes only.

We are required under state law to notify consumers of the following rights. This list does not contain a complete list of rights consumers have under state and federal law in the listed states or other states.

STATE	APPLICABLE NOTICE
Texas	<p>COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550.</p> <p>A complaint form and instructions may be downloaded and printed from the Department's website located at www.sml.texas.gov or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at smlinfo@sml.texas.gov.</p>